

ROYAL EXCHANGE ASSURANCE.

ACCUMULATED FUNDS NEARLY £4,000,000.

INCORPORATED 1720.

FIRE, LIFE, AND ANNUITIES.
LIFE INTERESTS AND REVERSIONS.

LOANS GRANTED ON FAVOURABLE TERMS ON ABSOLUTE AND CONTINGENT REVERSIONS, and on IMMEDIATE and CONTINGENT LIFE INTERESTS. REVERSIONS also purchased subject to the provision that the vendor retains the right of redemption within a period of five years, WHETHER THE LIFE TENANT BE ALIVE OR DEAD.

Insurances against Issue undertaken at economical rates.

ROYAL EXCHANGE, E.C., AND 29, PALL MALL, S.W.

MIDLAND RAILWAY HOTELS.

Specialties:
COMFORT.
CUISINE.
VERY MODERATE CHARGES.

LONDON -	MIDLAND GRAND HOTEL (St. PANCRAS, N.W.)
LIVERPOOL -	ADELPHI HOTEL. (The Hotel de Luxe of the North.)
BRADFORD -	MIDLAND HOTEL. (Excellent Restaurant.)
LEEDS -	QUEEN'S HOTEL.
DERBY -	MIDLAND HOTEL.

W. TOWLE, Manager Midland Railway Hotels.

CHARMING AUTUMN TOURS TO NORWAY FROM LONDON.

TEN DAYS £48 OS. FIRST CLASS.
FOR £5 10S. SECOND CLASS.

Above prices cover Return Ticket by Steamer and all expenses on board (excepting wines and spirits), and Board and Lodging at an excellent hotel in Christiania during the ship's stay in that port (nearly four days).

The Wilson Liners, "ORLANDO" (1,500 tons) and "ALBANO" (1,100 tons), leaving London alternately every Friday morning.—For full particulars, apply to W. E. BOTT & CO., 1, East India-avenue, E.C.

VALUERS OF SHIPPING.

ESTABLISHED OVER HALF A CENTURY.
VALUATIONS made of SHIPS, STEAMERS, and SHIPPING SHARES for PROBATE, ADMIRALTY, and other purposes. BROKERS for the SALE and PURCHASE of SHIPPING PROPERTY, Privately or by Public Auction.

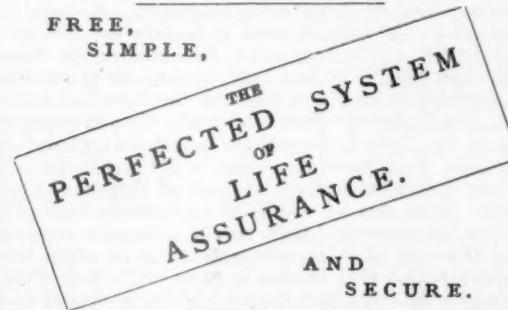
PERIODICAL SALES HELD.

C. W. KELLOCK & CO.
(C. W. KELLOCK, W. W. KELLOCK, NELSON CARMON),
WATER STREET, LIVERPOOL.
Telegrams, "Kellock." Telephone No. 50.

LEGAL AND GENERAL LIFE ASSURANCE SOCIETY.

ESTABLISHED OVER HALF A CENTURY.

10, FLEET STREET, LONDON.

FREE,
SIMPLE,

TOTAL ASSETS, £2,831,000. INCOME, £318,000.

The Yearly New Business exceeds ONE MILLION.

DIRECTORS.

Bacon, The Right Hon. Sir James.	Mathew, The Hon. Mr. Justice.
Blake, Fredk. John, Esq.	Meek, A. Grant, Esq. (Devises).
Brooks, William, Esq. (Basingstoke).	Mellor, The Right Hon. John W., Q.C., M.P.
Davey, The Right Hon. Lord Justice.	Mills, Richard, Esq.
Deane, The Right Hon. Sir James Parker, Q.C., D.C.L.	Morrell, Frederic P., Esq. (Oxford).
Dickinson, James, Esq., Q.C.	Pemberton, Henry Leigh, Esq.
Ellis, Edmund Henry, Esq.	Pennington, Richard, Esq.
Frore, Geo. Edgar, Esq.	Rowcliffe, Edward Lee, Esq.
Garth, The Right Hon. Sir Richard, Q.C.	Saltwell, William Henry, Esq.
Harrison, Chas., Esq.	Wilde, Spencer C., Esq.
Kekewich, The Hon. Mr. Justice.	Williams, C. Reynolds, Esq.
Lopes, The Right Hon. Lord Justice.	Williams, Romer, Esq.
Masterman, H. Chamney, Esq.	Williams, William, Esq.

VOL. XXXVIII., NO. 44.

The Solicitors' Journal and Reporter.

LONDON, SEPTEMBER 1, 1894.

Contents.

CURRENT TOPICS.....	713	LEGAL NEWS	717
THE NEW ESTATE DUTY.....	715	WINDING UP NOTICES	718
LEGISLATION IN PROGRESS.....	716	CREDITORS' NOTICES.....	718
CORRESPONDENCE	716	BANKRUPTCY NOTICES	719
LAW SOCIETIES.....	717	PUBLIC GENERAL STATUTES.....	

Cases Reported this Week.

In the Solicitors' Journal.	
Keen v. Denny	716
Sinclair v. James	717
In the Weekly Reporter.	
Art Union of London, Appellants. Overseers of the Precinct of the Savoy, Respondents	690

CURRENT TOPICS.

WE ARE glad to see it announced that, according to news received from Switzerland, where Mr. Justice BARNES has been staying since June, his condition has much improved recently.

BY AN ORDER in Council made on the 23rd of August the enactments and rules of the Supreme Court relating to appeals from county courts are to apply to the Vice-Chancellor's Court in the University of Oxford. The order is to apply as from the 15th of October next.

THE SESSION of Parliament which closed last Saturday will always be memorable for the Finance Act (57 & 58 Vict. c. 30), which occupied so many weeks of discussion, and which is probably destined to give an equal amount of employment to lawyers. But, apart from this, the legislative output of the session has been by no means contemptible—at least so far as quantity is concerned. Its two chief features are the number of consolidating statutes that have been passed, and the success that has attended the activity of private members. In the former class stands pre-eminent the Merchant Shipping Act, consisting of more than five hundred sections, which were "considered" at a late hour by the House of Commons in batches of fifty at a time. In addition, there are two bulky statutes consolidating (without material amendment) the law of copyholds and the law relating to the diseases of animals—to which, by the way, the epithet of "contagious" is no longer to be attached. Statute law revision and expiring laws continuance we have always with us. Other important Government measures are those for regulating the charges on railways and canals, for equalizing to a certain extent the rates in London for sanitary purposes, and for remodelling the constitution of building societies. It is to private members that gratitude is due—from wild birds, for protecting their eggs; from householders, for restraining the matutinal cry of the chimney sweep; from soldiers, for prohibiting their cast-off uniforms being worn by sandwich men; and from agriculturists, for permitting them to use threshing machines in the open, close to the roadside. A peculiar position is occupied by the Prevention of Cruelty to Children Act. Introduced by Sir RICHARD WEBSTER and others as amending the Act of 1889, it was duly passed in that form. But the several amendments were of such a complicated nature that the Lord Chancellor was induced to take up the matter, and frame a consolidating Bill, which incorporates the amendments in their proper place in the former Act. We thus have the unusual spectacle of a statute repealed and substantially re-enacted in the same session in which it was passed. Finally, we may remark that the greater number of the statutes mentioned above have not yet been issued by the Queen's printers, so that it is impossible to speak of them in detail.

AN INGENIOUS point has been raised by Sir HENRY JAMES in connection with the Leicester Parliamentary election. Leicester

is a borough returning two members to the House of Commons, and at a general election a writ is, in the ordinary course, issued for the election of two members. The election is held accordingly, and the names of the two persons elected are duly notified to the Clerk of the Crown. Where, on the other hand, one seat becomes vacant during the existence of a Parliament, a writ is issued for the election of one member, and the proceedings are modified accordingly. In the present instance the two seats have become vacant at the same time, one member, Mr. J. A. PICTON, having accepted the Chiltern Hundreds, and the other, Sir JAMES WHITEHEAD, having accepted the Manor of Northstead. But though separate writs were directed to be issued to supply the vacancies, the returning officer has held a single election only, exactly as if both seats had to be filled at a general election. This, certainly, is not an unnatural course to adopt, but, as Sir HENRY JAMES points out, a difficulty arises in making the returns to the writs. Each writ commands the returning officer to cause an election to be made of a member to serve in Parliament for the borough of Leicester in the place of the member whose retirement has caused the vacancy, and it proceeds: "That you do cause the name of such member when so elected, whether he be present or absent, to be certified to us in our Chancery, without delay." Under rule 44 in the first schedule to the Ballot Act, 1872 (35 & 36 Vict. c. 33), "the return of a member or members elected to serve in Parliament for any county or borough shall be made by a certificate of the names of such member or members indorsed on the writ of election for such county or borough, and such certificate shall have effect and be dealt with in like manner as the return under the existing law." The writ with the certificate indorsed is transmitted to the Clerk of the Crown. In carrying out this direction in the present case it is clear that a separate indorsement must be made on each of the writs, and such indorsement must give the name of the member who has been elected in pursuance of the writ. But inasmuch as a joint election has been held it is impossible to say which of the successful candidates has been chosen to fill the vacancy occasioned by the retirement of Mr. PICTON, and which to fill that occasioned by the retirement of Sir JAMES WHITEHEAD. It is possible that the difficulty is not insuperable, and that as the vacancies occur together a joint election is properly held, and the two names may be indorsed on each writ with a reference to the similar indorsement on the other, but it looks very much as though the election was irregular.

IT MAY BE a desirable thing sometimes to make the manner in which a legatee shall enjoy his legacy subject to the control of a third person, but the decision of STIRLING, J., in *Re Johnston* (42 W. R. 816) shews that a mere direction to this effect is inoperative unless further precautions are taken, such as making the amount of the legacy dependent upon the executor's discretion, or providing for a gift over in the event of the legatee refusing to comply with the testator's wishes. In *Re Johnston* a testator left specific sums of money to be applied at the discretion of his executor and trustee for the professional and other advancement of his four sons, and he directed that the sums "should be very judiciously invested, as they are intended specially for the advancement and promotion in life of the respective recipients." The eldest son on attaining twenty-one required the executor and trustee to pay over the sum bequeathed in his favour, and not to apply it for his benefit, and he subsequently incumbered his share under the will. Upon an originating summons brought to determine the point, STIRLING, J., held that the money must be paid over. In several cases it has been held that the existence of such a discretion in the trustee does not save the fund from passing to the trustee in bankruptcy of the *cestui que trust* (*Green v. Spicer*, 1 R. & M. 395; *Younghusband v. Gisborne*, 1 Coll. 400); and in *Re Skinner's Trusts* (1 J. & H. 102) Lord HATHERLEY said that if the main object of a gift is to benefit the person who is to take, and no other person is interested in the bequest—in such a case, if the legatee prefers to have the gift applied otherwise than as the testator directed, "he has the option of saying that, although the testator has expressed his desire that the benefit shall be conferred in a particular form, he does not like to take it in that manner, and may ask the court to give him the property

absolutely." The circumstances in *Re Skinner's Trusts* were very different from those in *Re Johnston*, and there was good reason in the former case for letting the beneficiary take the money as he chose. In *Re Johnston*, on the other hand, the inclination of the court was in favour of upholding the wishes of the testator. But the same principle seems to apply, and an attempt simply to fetter the legatee in the enjoyment of the property without inserting any gift over is ineffectual.

IN TWO RECENT cases the Court of Appeal has put a restraint upon the practice of ordering trustees to pay money into court. Such an order may be made either upon motion in an action or under R. S. C., ord. 55, r. 3 (d), which provides that an originating summons may be taken out for the payment into court of any money "in the hands of" the trustees. With regard to the meaning of the phrase "in the hands of," KAY, J., held in *Re Chapman* (54 L. T. 13) that money which trustees had misapplied must be deemed to be in their hands, and he ordered payment into court accordingly. But in *Nutter v. Holland* (ante, p. 707) the Court of Appeal dissented from this view, and agreed with the Vice-Chancellor of the Palatine Court of Lancaster that for the rule to apply the money must be actually in the defendant's hands. The other decision—*Neville v. Matthewman* (42 W. R. 675)—deals with the nature of the admission by a defendant which will justify an order against him on motion. In *Boschetti v. Power* (8 Beav. 98) Lord LANGDALE said:—"The court cannot on motion order money to be paid or stock transferred into court unless it has a distinct admission of the defendant, that the money is in his hands, or that the stock is in his name." But there is still room for doubt as to what will constitute a distinct admission. If the defendant actually in writing or by word of mouth (*Re Beeny*, 42 W. R. 377) admits that the money is in his hands, this is an express admission, and the order will go against him. But in *Freeman v. Cox* (8 Ch. D. 148) it was held by JESSEL, M.R., that the admission may be implied, and the neglect of the defendant to answer the affidavit of the plaintiff charging him with having the money in his hands, service of the notice of motion upon the defendant being proved, was deemed to be a sufficient admission by him. This decision was considered by the Court of Appeal in *Hollis v. Burton* (1892, 3 Ch. 226), where LOVES, L.J., said that it had gone as far in favour of extracting an admission out of documents and conduct as any case ought to go, and KAY, L.J., doubted whether the mere fact that the defendant declines to answer an affidavit must be taken as an admission on which money may be paid into court. The recent case of *Neville v. Matthewman* was of a different character. A testator had bequeathed £1,000 to be invested in certain specified securities for the benefit of his daughter. His executor, the defendant, admitted that the £1,000 had been, at the time of the testator's death, invested in his business, which the defendant was carrying on, but he denied that, under the circumstances of the estate, the legacy could be paid. CHITTY, J., regarded this as an admission that the £1,000 was in his hands, and ordered him to pay it into court; but the Court of Appeal took a different view. There was no admission by the defendant of money actually in his hands, and there was a defence to the plaintiff's claim. Whether, after the comments made in *Hollis v. Burton* on *Freeman v. Cox*, that decision is to be accepted as binding in a case where the defendant simply neglects to answer an affidavit may be doubted; but the principle of Sir GEORGE JESSEL's decision—that for payment into court to be ordered there must be a clear admission—was approved by the Court of Appeal, LINDLEY, L.J., observing that it would be dangerous and oppressive to make the order under circumstances such as those before the court.

WE UNDERSTAND, says the *Times*, that the Nobel Company have given notice of appeal to the House of Lords against the judgment in the Cordite case pronounced by Mr. Justice Romer and unanimously affirmed by the judges of the Appeal Court. Mr. Maxim is also desirous of fighting a claim for infringement of one of his patents for the production of smokeless powder. He has asked and obtained permission to proceed in the same manner as the Nobel Company—i.e., by way of what is called a "friendly action," in which Dr. Anderson, on behalf of the Government, will be the defendant.

THE NEW ESTATE DUTY.

(IV.)—THE FINANCE ACT, 1894 (*continued*).

DUTIES CHARGED ON SETTLED PROPERTY.—(1) *Settlement estate duty.*—An additional estate duty called "settlement estate duty" at the rate of £1 per cent. (section 17) is imposed by section 5 on property which is "settled by the will of the deceased, or having been settled by some other disposition passes under that disposition on the death of the deceased to some person not competent to dispose of" it, "except where the only life interest in the property after the death of the deceased is that of the wife or husband of the deceased."

Some examples will render this more clear. Where a will gives a life interest to the wife of the testator, with remainder to his children, settlement estate duty is not payable, but if in the same will the daughters' shares are settled so that they take life interests, settlement estate duty is payable on the property comprised in the shares. Real property is devised to A. (who is not the husband or wife of the testator) for life, with remainder over in tail. If A. survives the testator, settlement estate duty is payable, but if A. dies before the testator, so that the estate tail takes effect in possession immediately on the death of the testator, the property passes on the death of the testator to a "person competent to dispose of it," and no settlement estate duty is payable.

Settlement estate duty is not to be paid more than once during the continuance of the settlement (section 5 (1) (b)).

(2) *Estate duty, legacy and succession duties at one per cent.*—When estate duty has already been paid in respect of any settled property since the date of the settlement, neither the estate duty nor the one per cent. legacy or succession duties are to be paid in respect thereof "until the death of a person who was at the time of his death, or had been at any time during the continuance of the settlement, competent to dispose of" it (section 5 (2)).

The words "*at any time during the continuance of the settlement*" require explanation. It will be observed that they are not inserted for the purpose of imposing duty, they are only inserted for the purpose of preventing the exemption from duty from applying to certain cases. "Property passing on the death of the deceased" does not include property settled by a stranger which the deceased could at any time before his death, but could not at his death, dispose of; and therefore duty is not payable in respect of property of this nature. But where a settlement is made and the settlor retains a power "to restore to himself or reclaim the absolute interest in the property," estate duty is payable on his death under section 2 (1) (c), and the result remains the same whether such power is exercisable at his death or not. If a tenant in tail under an ordinary strict settlement disentails and resettles during the lifetime of the tenant for life on himself for life with remainders over, and survives the tenant for life, estate duty is payable both on the death of the tenant for life under the original settlement and on the death of the tenant in tail who has disentailed. Property is settled on A.'s marriage in trust for A. for life, with remainder in trust for B., his intended wife, for life, with remainder in trust for the children of the marriage who attain twenty-one in the usual manner. If A. dies before B. estate duty is payable on his death, no estate duty is payable on the death of B., but succession duty at the rate of 1½ per cent. is then payable. If B. dies before A. no duty of any nature is payable on B.'s death. On the subsequent death of A. estate duty is payable, and therefore no succession duties will be payable.

Interest not falling into possession.—Where the interest of any person under the settlement fails or determines before it falls into possession, and subsequent limitations exist under the settlement, the property shall not be deemed to pass on his death (section 5 (3)).

For example, in the common case of a settlement of personality made on marriage, if the person to whom the second life interest is given dies before the person to whom the first life interest is given, his "interest determines before it falls into possession," and, therefore, no duty is payable on his death. If a child attains a vested interest and dies during the lifetime of one or both parents, estate duty is payable on its death in respect of its expectant share (see as to the manner of

valuing it section 7 (6)), because no subsequent limitations exist under the settlement. But if a child dies under twenty-one, either before or after the death of the survivor of its parents, no estate duty is payable on its death, because subsequent limitations under the settlement exist.

It may be objected that the word "limitation" is perhaps not, strictly speaking, applicable to personal estate, but as "it is the province of a limitation to mark out the period or event for the commencement and the time of continuance of an estate" (Shep. Touch. 117), the words can, without any very forced construction, be applied to personalty.

The case of a tenant in tail who dies before his estate becomes the first estate of freehold requires further discussion. To a person who reads the Act hastily it may appear that the section now under consideration is irreconcilable with section 22 (2) (a), which includes among the persons "deemed competent to dispose of property" a tenant in tail, whether *sui juris* or not, and whether in possession or not. The apparent inconsistency between the two provisions can readily be reconciled. The word "possession" is susceptible of two different meanings: it may have reference either to time or to physical possession, including in the latter the perception of rents and profits.

In section 5 (3) the phrase "an interest in possession" has reference to time, and a tenant in tail who dies before his estate becomes the first estate of freehold has not an interest in possession within the meaning of the section. In section 22 (2) (a) "whether in possession or not" has reference to physical possession.

It means that a tenant in tail who has the first estate of freehold is to be deemed competent to dispose of the property, notwithstanding that he may be prevented from being in possession by an express minority clause, by virtue of which the trustees take possession, or by the operation of a term antecedent to his estate tail vested in trustees upon trusts which require them to take actual possession.

For example. Let real estate be limited to A. for life, with remainder to his sons successively in tail. Let B., the eldest son, die in A.'s lifetime. B.'s interest fails by his death before it falls into possession, subsequent limitations exist, and, therefore, no estate duty is payable on B.'s death. On A.'s death let the next remainderman, C., be an infant tenant in tail. In this case, even if there is an express minority clause, so that C. cannot take possession by his guardian, he is in possession within the meaning of section 5 (3), and on his death, whether he attains twenty-one or not, estate duty is payable.

It has been suggested in a very useful little book—"The Finance Act," by Mr. AUSTEN-CARTMELL (p. 26)—that the question whether estate duty is payable on the death of a tenant in tail who dies in the lifetime of the tenant for life depends upon whether he dies without issue or not: that in the former case his estate, strictly speaking, "determines"; and that in the latter it does not. It should, however, be remarked that the word used in the Act is "interest" not "estate"; and although "interest" may be used to include "estate," it is probable that in an Act of this nature it is used in a more popular meaning, according to which the "interest" of a tenant in tail under the settlement determines on his death.

Deduction allowed on paying settlement estate duty.—A person paying settlement estate duty may deduct the amount of the *ad valorem* stamp (if any) charged on the settlement in respect of that property (section 5 (4)).

Inalienable property.—Where property is settled so as to be inalienable, whether by statute or Royal grant, the provisions of the Act as to settled property are not to apply, and "the property passing on the death of any person" in possession of the settled property shall be the interest of his successor therein, and the interest of the successor is to be valued for estate duty in the same manner as for succession duty (section 5 (5)).

EXEMPTION FROM DUTIES OF PROPERTY SETTLED BEFORE THE 2ND OF AUGUST, 1894.—(1) *Where probate or account duty has been paid.*—Estate duty is not payable on the death of a deceased person in respect of personal property settled by a will or disposition made by a person dying before the 2nd of August, 1894, where probate or account duty has been paid, or is payable, unless the deceased was at his death, or at any time since

the will or disposition took effect had been, competent to dispose of the property (section 21 (1)).

This practically exempts all personality (except foreign personality, in respect of which no probate duty is payable) settled by the will of a person dying before the 2nd of August, 1894, from estate duty during the continuance of the settlement, inasmuch as probate duty has been paid or is payable in respect of the settled property. The question whether personality comprised in voluntary settlements made by a person dying before the 2nd of August, 1894, is exempt from duty during the continuance of the settlement depends upon whether account duty has been paid or become payable before that day. It will, however, be observed that even if probate or account duty has been paid, estate duty will be payable if the deceased was at the time of his death, or at any time since the will or settlement took effect had been, competent to dispose of the property. It will be remembered that where property belonging to a woman is settled on her marriage on the ordinary trusts, the settlement becomes voluntary if the ultimate trusts take effect, though it is made for value as regards the persons within the consideration of the marriage. It may, therefore, happen that the woman dies before the 2nd of August, 1894, and it may remain doubtful till after that day whether account duty would under the old law be payable; in cases of this kind estate duty would, but for the section under consideration, be payable on the death of the next beneficiary under the settlement, and the question arises (assuming that the ultimate trusts take effect), Is account duty or estate duty payable on his death? It must be remembered that the account is to be delivered "within six calendar months from the death of the settlor" (44 Vict. c. 12, s. 39), so that it appears that the duty became contingently payable on the death of the wife; and if this view is correct, it appears that, though estate duty may be payable on the death of the second tenant for life, at a time when it remains doubtful whether the ultimate trusts will take effect, still if in the event they take effect, account duty becomes payable, and the estate duty paid on the death of the second tenant for life will have to be refunded; but it cannot be said that the question is free from doubt.

(2) *Where a husband takes the first life interest in his wife's fortune and vice versa.*—Where a husband or wife is entitled, either solely or jointly with the other, to the income of any property settled by the other under a disposition which has taken effect before the 2nd of August, 1894, and on his or her death the survivor becomes entitled to the income of the property settled by such survivor, estate duty is not payable in respect of that property until the death of the survivor (section 21 (5)).

It will be observed that this section applies only to settlements made before the 2nd of August, 1894. Formerly it was the practice to give to the husband the first life interest in the wife's fortune, but this has rarely been done of late years. A case which commonly occurs at the present day is where on marriage the husband's land is charged with pin money for his wife. In such a case estate duty becomes payable on the wife's death, except in the case provided for in this section.

LEGISLATION IN PROGRESS.

BILLS PASSED INTO LAW.—On the 25th ult. the Royal Assent was given to the Appropriation, the Uniforms, the Chimney Sweepers, the Quarries, the Copyhold (Consolidation), the Coal Mines (Check Weigher), the Crown Lands, the Heritable Securities (Scotland), the Statute Law Revision, the Equalization of Rates (London), the Housing of the Working Classes (Borrowing Powers), the Merchant Shipping, the Congested Districts Board (Ireland), the Juries (Ireland) Acts Amendment, the Expiring Laws Continuance, the Railway and Canal Traffic, the Diseases of Animals, the Local Government (Scotland), and the Building Societies (No. 2) Bills, and to several private Bills.

CORRESPONDENCE.

APPEARANCE TO ORIGINATING SUMMONSES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It appears desirable to call attention to the inconvenience which will be caused by the new rule that no appearance is necessary to certain originating summonses.

If no appearance is entered there will be no official record whether the respondent is represented by a solicitor. At present some check is placed on irregular and unqualified practitioners by refusing audience to all but the solicitor on the record or counsel instructed by him. But if no appearance is entered the objection that the person appearing is not the solicitor on the record nor instructed by him cannot be raised.

Again, there will be no address for service, and how, therefore, must subsequent proceedings be served?

If the hearing of the originating summons were the end of the matter (which it never is) this would little matter. But there are all sorts of subsequent proceedings service of which is required, and I know of a case where the respondent gives only illusory addresses and evades service and changes his solicitor from day to day. It is sufficiently difficult to serve effectually now that there is a record, but apparently under the new rules personal service of every notice, &c., would be necessary. The original applicant ordinarily gives his residence and an address for service within a mile or two of the courts as well.

Why should not the respondent at least give an address for service within a reasonable distance of the courts and state whether he is represented by a solicitor?

"Entry of appearance" is perhaps an antique formality which might be abolished in all cases, but a notice of opposition to the above effect appears to be necessary.

SOLICITOR.

August 28.

THE FINANCE ACT, 1894.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to a letter which appeared in your issue of the 25th inst. with regard to the last clause in the new form of affidavit for probate under the Finance Act, 1894, I think that the officials neither have the power, nor ought they to insist on the insertion of this clause.

In my opinion the proper course is to strike out the clause altogether, before the affidavit is sworn.

EDWARD BRAMLEY.

6, Paradise-square, Sheffield, August 29.

CASES OF LAST Sittings.

High Court—Chancery Division.

KEEN v. DENNY.—Chitty, J., 26th July; 1st and 11th August.

ADVOWSON—CO-OWNERS—TURNS IN ROTATION—USURPATION—PRESENTATION OUT OF TURN—PRESENTATION ON AN EXCHANGE—NOTICE OF VACANCY—NEGLIGENCE.

Special case. An advowson or perpetual right of patronage was limited by deed so as to give two successive turns to the defendants, followed by one to the plaintiffs, and so on in rotation. In 1871 the defendants presented A. In 1878 A. exchanged with B., and the defendants presented C. at the request of the exchanging parties. In 1886 B. exchanged with C. whom the defendants thereupon presented. In 1891 C. resigned, and the defendants presented D. These presentations were all made without the knowledge of the plaintiffs. In 1894 D. died, and the question arose whose turn it was to present. Counsel for the plaintiffs contended that exchanges resembled prerogative presentations, and were not turns, and therefore the present turn was the third, and belonged to the plaintiffs. If exchanges were turns, the defendants had usurped the plaintiffs' turn by appointing C., and the plaintiffs were entitled to usurp one turn by way of retaliation. In any case the defendants should have given notice to the plaintiffs before usurping an exchange turn, the plaintiffs not being bound to know of a vacancy by resignation. Counsel for the defendants contended that exchanges counted as turns, making the present the fifth turn, which belonged to the defendants. The plaintiffs had lost the usurped turn by their neglect, and the doctrine of retaliation had no legal basis.

CHITTY, J., said that exchanges must be reckoned as turns. It seemed to him impossible to sever the form from the substance on an exchange. Each clerk resigned, and the patrons of the two livings presented to the respective vacancies. Each patron acted of his own free will in the matter; he was under no obligation to present the new clerk; he had the right to refuse, and if he did so the exchange could not take place. No authority was cited, nor, so far as his lordship was aware, existed, for excluding from the computation of the turns a presentation on an exchange. On an exchange the outgoing and incoming clerks stood in law in the relation of predecessor and successor, and the incoming clerk could maintain an action for dilapidations against the outgoing clerk as predecessor, just as in the case of a succession by death: *Doune v. Craig* (9 M. & W. 166). The case of promotion to a bishopric was different. There the right to fill the vacancy fell to the Crown by virtue of the Royal prerogative, and where, as among co-parceners or the like, the right of presentation devolved in turns, the exercise of the prerogative right was not counted and did not disturb the settled order of the turns (*Grocers' Co. v. Archbishop of Canterbury*, 3 Wilson, 214), the reason being that "*Actus legis nemini facit injuriam.*" The

result thus far was that the third turn, which belonged to the plaintiffs, was exercised by the defendants. That was wrongful, but it was too late to recall it. The plaintiffs' remedy was lost after the expiration of the time within which an action in the nature of a *quare impletum* could have been brought. The defendants were usurpers. Now, as between co-parceners entitled to present in turns, it was clear that the effect of usurpation by a stranger was not to alter the order of the turns, but to deprive the particular co-parcener entitled to the turn of her right to present: *Richards v. The Earl of Macclesfield* (7 Sim. 257). The usurpation supplied the turn on the particular avoidance, but left the order of the turns otherwise unaffected. Neither on principle nor authority could his lordship draw any distinction between usurpation by a stranger and usurpation by a person party to or claiming under a deed limiting the turns. In both cases the usurper must be deemed to know the rights, and that he was acting wrongly. The person wronged who had lost his only and peculiar remedy of *quare impletum* by lapse of time could not require himself by usurping against his wrongdoer by way of retaliation: *Birch v. Bishop of Lichfield* (3 B. & P. 453). The presentations of A., B., C., and D. were all made without the concurrence or consent of or notice to the plaintiffs. The plaintiffs' counsel argued that as the defendants had not given the plaintiffs notice of the exchange presentations they ought not to be counted as turns. But no authority had been produced for that proposition. It was no doubt a bishop's duty to give notice to a patron before collating, but that case stood on its own footing, and supplied no analogy that could be acted on. It was said there was no negligence on the part of the plaintiffs because there was no knowledge, but negligence in the authorities cited merely meant omission to present or missing the turn. The induction following presentation, on an exchange or otherwise, was an open notorious and public act, notice in fact to the world, and of which the patron was bound to take cognizance at his own peril. After the six months allowed for *quare impletum* had expired the patron was bound. As to the suggestion that some doctrine of estoppel or of equity applied, there was no room for the application of any such doctrine. It was said that natural justice required that the person usurped upon should be allowed to stand in the usurper's shoes for the next turn. His lordship was not at liberty to apply any supposed principle of natural justice to a case of real property like an advowson, governed as it was by strict technical rules of law. Action dismissed, but, the strength of the defendants' case depending on their usurpation, without costs.—COUNSEL, Sir Walter Phillimore and Alfred Whitaker; F. H. L. Errington, SOLICITORS, O. C. T. Eagleton; Nisbet, Daw, & Nisbet.

[Reported by G. BOWLAND ALSTON, Barrister-at-Law.]

SINCLAIR v. JAMES—North, J., 3rd August.

PRACTICE—PARTITION ACTION COMBINED WITH REDEMPTION ACTION—MOTION TO STRIKE OUT STATEMENT OF CLAIM—R. S. C., ORD. XXV., R. 4.

This was a motion on the part of certain of the defendants to strike out the plaintiff's statement of claim. The facts were as follows:—William S. C. Standish had mortgaged certain real estates in the county of Durham to the defendants R. Hermon, A. S. Hill, and J. James, who were defendants to the action, and certain estates in the county of Lancaster to the Law Life Assurance Society, who were also defendants. By his will he devised these estates to his three sisters as tenants in common. One of these sisters mortgaged her share to the defendant James and subsequently died after having devised her equity of redemption in the said undivided share to the plaintiff, C. G. Sinclair, who mortgaged it to the defendant Brewis, and subsequently commenced the action to which the above-named mortgagees, another sister of the original testator and her husband, and the trustees under the will of a third sister deceased, were defendants. In his statement of claim plaintiff asked that the real estates devised as aforesaid might be partitioned, and in the alternative for an inquiry to determine who were the parties interested in the hereditaments aforesaid, whether they had incumbered their shares, what charges or incumbrances there were on the property, and an account of what was due on them. There were two applications to strike out the statement of claim; one on the part of the defendants James, Hermon, Hill, and Brewis, and the other on the part of the Law Life Assurance Society, the ground being that the plaintiff was not entitled to proceed with his action against the wish of the defendants James and Brewis, and also that the statement of claim disclosed no reasonable cause of action against the applicants, or any of them.

NORTH, J., held that the statement of claim must be struck out. As against the mortgagees of the entirety the plaintiff had no cause of action. And as against the mortgagees of the one-third share he had no cause of action until he was prepared to take proceedings for redemption.—COUNSEL, Everitt, Q.C., and Dickinson; S. Hall, Q.C., and Method; Arnold Herbert; Swinson Eady, Q.C., and Willis Bund. SOLICITORS, Garrard, James, & Woolfes; Walters, Deverell, Walters, & Wood; Spencer Whitehead, for Milward & Co., Birmingham.

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

LAW SOCIETIES.

YORKSHIRE LAW SOCIETY.

At a general meeting of members held at the Law Library, York, on Tuesday, the 23rd of July, 1894, Mr. Frederick J. Munby, President, in the chair, it was resolved that Mr. R. Holby be elected vice-president for the year 1895, and that Mr. H. V. Scott be requested to accept the office of honorary secretary.

The following report of the general committee was read and adopted:—The work of the committee since the last general meeting of the members has been of a watchful rather than of an active character. The Land Transfer Bill is the subject of most pressing importance, and this society has concurred with the great majority of law societies in urging a continuance of our earnest protest against the proposed enactment that the registration of titles shall be compulsory. Those members of the House of Lords who have voted in favour of compulsion are not familiar, as solicitors are, with small transactions in buying, selling, and mortgaging land and houses; and they have not had the experience of Lord Cairns, who, in 1875, arrived at the conclusion that "a system of compulsory registration was undesirable, because of the great obstacles which it would throw in the way of these small transactions in land." The fact that this Bill would have the effect of repealing the Statute of Limitations, so that no one could acquire a title to land or to any easement over it (in the district in which it is brought upon the register), by possession, however long, cannot be too widely made known or too carefully considered. The prohibition of the ownership of land in shares is also a very serious enactment for consideration; and the reservation of minerals, with the right to search for them, without special mention, may work grievous hardship. But the powers to be vested in the registrars to be created, coupled with the changed position of a landowner in case of fraud, and the attendant consequences of officialism, need specially to be considered by the public before they allow their representatives in Parliament to force on them a system which they are already free to avail themselves of under the Act of 1875. In these circumstances, the committee would welcome the co-operation of members of the society who would undertake to make known the merits of this question, and induce the public consideration of it during the interval between the coming prorogation of Parliament and its reassembling next winter. Your committee recommend the adoption of the following resolution:—"That in the public interest the scheme of compulsory registration of title put forward in the Land Transfer Bill, 1894, should not be allowed to become law until after the whole matter has been fully investigated by a Royal Commission, or other competent authority appointed for that purpose." The Incorporated Law Society of the United Kingdom has done gallant service in this matter at headquarters; and on this ground alone it may be urged that the number of its members should be increased so as to embrace as far as possible the whole profession; and it should be remembered that members of provincial law societies are admitted into the Incorporated Law Society (U.K.) on very favourable terms, and to that end considerable sacrifices have been made by that society. Of our own body, sixty-five members appear not to be as yet members of the Incorporated Law Society (U.K.). It should be remembered, not only that the representations of the Incorporated Law Society (U.K.) are received with great respect and attention by the highest officers of the State and the law officers of the Crown, but that the society devotes a large proportion of its income to the education of articled clerks. Any addition to that income made by country solicitors might reasonably be expected to be applied for the benefit of articled clerks of country solicitors, who need the advantage of lectures and classes in the early years of their clerkship as much as (if not more than) in the last year, which they may spend in London. Moreover, the articled clerks in the provinces have actively demanded these advantages, and, where they have been granted, excellent results have followed. The interests of the profession, and indeed the interests of their clients, the public, demand that solicitors should be united, and able to resist the tendency to place on the public, by the creation of public officials, a burden which may become intolerable; and this society will therefore welcome an addition to the number of its members, who may also become members of the Incorporated Law Society (U.K.).

It was resolved unanimously: That in the public interest the scheme of compulsory registration of title put forward in the Land Transfer Bill, 1894, should not be allowed to become law until after the whole matter has been fully investigated by a Royal Commission, or other competent authority appointed for that purpose.

LEGAL NEWS.

APPOINTMENT.

Mr. Justice Lawrence has appointed Mr. F. R. Y. RADCLIFFE to be a Reviving Barrister on the Western Circuit in place of Mr. R. A. Valpy, who is unwell.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

WILLIAM JOSEPH ROBINSON, CHARLES COLLINS, and EDWARD TOWNSHEND DREIFFIELD, Solicitors (H. W. Collins, Robinson, & Co.), Liverpool. June 30, 1893. So far as regards William Joseph Robinson. [Gazette, Aug. 24.]

EDWARD HITCHINGS FLUX, THOMAS FRANCIS LEADBITTER, and WILLIAM HOCKEN PATERSON, Solicitors (E. Flux, Leadbitter, & Paterson), London-hall-street. Aug. 17. So far as regards William Hocken Paterson. [Gazette, Aug. 28.]

GENERAL

Mr. Sidney H. Preston, writing to the *Times*, says, with reference to estates reverting to the Crown: The Crown's nominee account shows that a sum of £69,032 14s. 9d. was received by the Treasury solicitor during the past year in the administration of intestates' estates reverting to the Crown in the absence of heirs, or from lapsed legacies, &c. The balance

in hand at the commencement of the year was £96,147 4s. 9d., and, after various payments to successful claimants and others, the balance in hand on the 31st of December last reached £108,986 18s. 11d. Since the passing of the Treasury Solicitor Act, 1876, under which these estates are administered, the total amount received by the Crown's nominee is no less than £1,777,996 10s. 1d.

At the South-Western Police Court on the 27th ult., says the *Daily News*, Mr. Denman gave his decision in the summons issued by Mr. William Alexander Edwards against the Lambeth Water Co. for unlawfully neglecting and refusing to furnish that gentleman's house, 19, Kingswood-road, Clapham, with a proper supply of water during part of the time for which he had paid. Complainant has at his residence a fixed bath, for which up to 1892 he regularly paid the "bath tax" of 2s. 6d. a quarter in advance. Since then, however, he had declined to pay, contending that the supply for "domestic purposes" was intended by the Legislature to include a supply for every use in the house. Last spring, however, Chitty, J., gave judgment in the case of *Walker v. The Lambeth Water Co.*, which laid it down distinctly that the complainant was only entitled to have a supply for a fixed bath upon such terms and conditions as should be agreed upon between him and the company. The company had never contended that the ordinary domestic tub or hip bath, in which people of cleanly habit usually wash their bodies, required extra payment. After receipt of notice in June of the company's intention to cut off the supply to the house if the baths were not paid for, the complainant paid 12s. 10½d., as he said, for the domestic supply, up to Michaelmas, and was given a receipt "on account." In August, no further payment having been made, and the bath being still used, the company cut off the whole supply, for which act Mr. Edwards alleged they rendered themselves liable to a penalty. Section 43 of the Waterworks Clauses Act, 1847, however, enabled them to take that course where any person who is "liable to pay the water rate" neglected to do so. Section 3 defined the expression "water rate" as including any "rent, reward, or payment" to be made for supply of water by the undertakers. It was clear the complainant had neglected to pay such "rent, reward, or payment" due from time to time. He could not be allowed to defy the company simply because he did not like their charges. By using the water after the receipt of the notice he entered upon an implied contract under section 38. Under these circumstances the summons would be dismissed, with three guineas costs.

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

WILLIAMS—ALDRIDGE.—Aug. 25, at St. Luke's, South Kensington, S.W., Henry William Williams, solicitor, only son of Henry William Williams, M.D., of Hillside, Guisborough, Northumbshire, late of 7, Chapel-place, Cavendish-square, to Edith Jane, only daughter of the late Thomas Aldridge, formerly of 57, Brompton-road, S.W.

DEATH.

ELLIS.—Aug. 17, at Jamaica, the result of an accident, Sir Adam Gib Ellis, Chief Justice of Jamaica, elder surviving son of the late Robert Ellis, W.S., Edinburgh.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or letting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, near the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c. [ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 24.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CENTRAL GLAMORGAN AIRATED WATER CO., LIMITED.—Creditors are required, on or before Sept. 22, to send their names and addresses, and particulars of their debts or claims, to Thomas Rees, 6, Maesieg rd, Tondu, near Bridgend Randall & Cay, Bridgend, solors for liquidator.

COLEFORD EQUITABLE CO-OPERATIVE SOCIETY, LIMITED.—Creditors are required, on or before Oct. 15, to send their names and addresses, and particulars of their debts or claims, to James White, 30, Kingsdown parade, Bristol.

DUKINFIELD HALL SPINNING CO., LIMITED.—Petition for winding up, presented Aug. 13, directed to be heard before Horner, J., on Wednesday, Aug. 29, Emmet & Co., Bloomsbury square, agents for Robert Innes, Manchester, solor for petmer. Notice of appearing must reach the abovenamed Robert Innes not later than 6 o'clock in the afternoon of Aug. 25.

FEVIGE STEEL AND IRON SHIPBUILDING CO., LIMITED.—Petition for winding up, presented Aug. 20, directed to be heard on Oct. 24, Hollams & Co., Mincing lane, agents for Belk & Cochrane, Middlesbrough, solors for petmers. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct. 23.

KETTNER & CO., LIMITED.—Petition for winding up, presented Aug. 23, directed to be heard on Sept. 5, Walter Stocken, 48, Lime st., solor for petmers. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Sept. 4.

POT SAID CARLYLE CO., LIMITED.—Creditors are required, on or before Oct. 31, to send their names and addresses, and particulars of their debts or claims, to William Edgar Horne, 22, Albert Hall mansion, Kensington Ward & Aspin, Lime st., solors for liquidators.

ANGLO (GAZA) CONCESSIONS CO., LIMITED.—Creditors are required, on or before Oct. 8, to send their names and addresses, and particulars of their debts or claims, to Frederick Seymour Salaman, 22, Basinghall st.

ZAMBESI (BOTALA) CONCESSIONS CO., LIMITED.—Creditors are required, on or before Oct. 8, to send their names and addresses, and particulars of their debts or claims, to Frederick Seymour Salaman, 22, Basinghall st.

FRIENDLY SOCIETIES DISSOLVED.

DECIDS ARCH LODGE, Liverpool No. 1 District of the Order of Druids Friendly Society, Liverpool Aug. 18.

POPLAR VICTORIA SOCIETY AND BENEFIT SOCIETY, Commercial rd, Limehouse Aug. 18.

STORE-ST-CLARE PROVIDENT CLUB, Stoke-by-Clare, Suffolk Aug. 18.

London Gazette.—TUESDAY, Aug. 28. JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CUNNAN WRIGHT PATENT CONSTRUCTION CO., LIMITED.—Petition for winding up, presented Aug. 17, directed to be heard on Wednesday, Sept. 5, Murr & Busby, 63, Lincoln's inn fields, agents for J. Sutton Sharpe, West Bromwich, solitor for petmers. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Sept. 4.

INTERNATIONAL COMMERCIAL CO., LIMITED.—Petition for winding up, presented Aug. 17, directed to be heard on Sept. 5, Boyce & Son, 8, George st, Hanover square. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Sept. 4.

MARTINY, LIMITED.—Petition for winding up, presented Aug. 17, directed to be heard on Oct. 24, Flux & Leadthitter, 144, Leadenhall st, solors for petmers. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Oct. 23.

MIDDLETON AND TONGUE COTTON MILL CO., LIMITED.—Creditors are required, on or before Oct. 6, to send their names and addresses, and particulars of their debts or claims, to Edwin Guthrie Clement Vincent Haworth and John Bethel, 71, King st, Manchester Addleshaw & Warburton, Manchester, solitors for liquidators.

OWSTON FERRY GAS CO., LIMITED.—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to William Standring, Epworth, nr Doncaster. Sharp, Epworth, solor for liquidator.

UNLIMITED IN CHANCERY.

SEVERN AND WYE AND SEVERN BRIDGE RAILWAY CO.—Creditors are required, on or before Oct. 5, to send their names and addresses, and particulars of their debts or claims, to William Charles Lucy, at the company's office, Lydney.

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Aug. 21.

ALDWINCKLE, JOHN, Hosier lane Sept 26 Van Sandau & Co, Cheapside

BEARD, JOHN, Linton, Derby, Esq. Oct 1 Smith & Co, Ashby de la Zouch

BROOME, ANN, Feckenham Sept 30 Browning, Redditch

BURDON, REV JOHN, Castle Eden, Durham Sept 15 Clayton & Gibson, Newcastle upon Tyne

CATLEIGH, ELIEA, Aclton Oct 6 Phillimore, Chancery lane

CHURCH, HENRY LEGGE, Upper Norwood, Wealeyan Minister Sept 17 Neale, Queen st

CORB, FREDERICK LAW, Sheldwich, Esq. Oct 1 Ridin & Johnson, Faversham

DOUGLAS, ADAM, Liverpool, Corn Merchant Sept 15 Barrell & Co, Liverpool

EATON, SOPHIA, Isleworth Sept 29 H L Ridge, 27, Chester terr, Eaton sq

EDGELL, REV HARRY, Nacton, Suffolk Sept 29 Westhorp & Co, Ipswich

GALLWEY, CRISP PHILIP PAYNE, Pillmoor, York Oct 31 Rowcliffes & Co, Bedford row

GARLAND, MARY, Plymouth Oct 1 Trythall & Bodilly, Penzance

GIBBONS, ROBERT ANDREW, Northfleet, Kent Sept 24 Sharland & Co, Gravesend

HANCOCK, HENRY, New Windsor, Beer Retailer Sept 22 Long & Co, Windsor

HATTON, MARY ANN, Brighton Sept 10 Lamb & Gates, Brighton

HULBERT, ANNA TINNE, Folkestone Oct 1 Pritchard & Co, Painters' hall

HUTCHINGS, HENRY PETER, Hastings, Gent Sept 30 Meadows & Co, Hastings

McGEORGE, JAMES HENDERSON, Newark on Trent, Hotel Keeper Oct 8 Norledge, Newark

MURGATROYD, RICHARD, Bradford, Pig Dealer Oct 3 Hutchinson & Sons, Bradford

OWEN, JOSEPH, Birmingham, Gent Oct 1 Coleman & Co, Birmingham

PICKFORD, JOHN HENRY, Ashton under Lyne, Engineer Sept 20 Darnton & Bottomley, Ashton under Lyne

REA, GEORGE, Wooler, Farmer Sept 20 Dickson & Co, Alnwick

RILEY, CHARLES JOSEPH, Cheltenham Sept 25 Farrer & Co, Lincoln's inn fields

SHARP, BRUDWALL, Nottingham, Gent Sept 18 Thorpe & Perry, Nottingham

SHARPLEY, WILLIAM, Leytonstone, Gent Sept 24 Walker & Battiscombe, Basingstoke

THOMPSON, MARION JULIA, Honor Oak Sept 20 Bird, Watling st

SINGERS, MARGARET, Newcastle upon Tyne Sept 29 Aitchison, Newcastle upon Tyne

STRICKLAND, LUCY, Fletton Sept 8 Deacon & Son, Peterborough

SURRIDGE, HARRIET, Seven Sister's rd Sept 21 Webber & Duncan, Furnival's inn

SYKER, PHILEMON, Huddersfield, Machinist Oct 1 Laycock & Co, Huddersfield

SYKES, RUTH, Halifax, Boot Dealer Oct 1 Lawton, Halifax

WALTERS, JOHN, Budleigh Salterton, Devon, Purveyor Sept 27 Baker, Budleigh Salterton

WHALLEY, JONATHAN ANDREWS, Ilkley, Woolen Merchant Oct 1 Wilson & Stanfield, Bradford

WHITTEMORE, WILLIAM MEYNELL, Sutton, Rector Sept 29 Batten & Co, Westminster

WILLIAMS, THOMAS, Pwllandra, Tondu Sept 22 Scale & David, Bridgend

London Gazette.—FRIDAY, Aug. 24.

ACKROYD, SAMUEL, Bradford, Esq. Oct 15 Wade & Co, Bradford

AKEHURST, FANNY SOPHIA VIRGINIA, Tunbridge Wells Sept 14 Hogan & Hughes, Cannon st

ATTWATER, JAMES, LOWER BEDLING, SUSSEX Sept 22 Coole, Horsham

AVERY, THOMAS, Edgbaston, Esq. Oct 1 Johnson & Co, Birmingham

BATCHELOR, WILLIAM ARTHUR, Sutton, Auctioneer Sept 11 Bramston, Portsmouth

BLAKE, RICHARD HARRIS, Bedminster, Mariner Sept 25 Benson & Co, Bristol

BROWN, ROBERT, Bootle, Brasfoulder Sept 22 Norris & Sons, Liverpool

BUCHAN, JOHN Sept 21 Walker, Sunderland

CHAELTON, ANN DICKINSON, North Shields Sept 22 Brown, North Shields

COBB, FREDERICK LAW, Sheldwich, Esq. Oct 1 Johnson, Faversham

COOK, DELIA, Hornsey Sept 23 Holt & Co, Lincoln's inn fields

CORNTHWAITE, CHARLES, Yealmpton, Gent Oct 1 Adams & Croft, Plymouth

CROSSLAND, HANNAH, Dewsbury Sept 14 Whiteley-Clay, Dewsbury

DOWROW, ALFRED CHRISTOPHER, Limehouse, Shipwright Foworth Baker & Nairne, Crosby st

EDWARDS, EDWARD, Liverpool, Draper Sept 29 Knowles, Liverpool

EDWARDS, JAMES, Tarporley, Gent Sept 20 Paddock & Sons, Hanley

FORESTER, Baroness Oct 31 Arnold & Henry White, Gt Marlborough Pet
 GARDNER, WILLIAM, Liverpool, Music Seller Oct 4 Cornish, Liverpool
 GIBSON, JOHN SAMUEL, Newton House Sept 29 Williams, Cardiff
 GILDERBOY, HENRY WILLIAMSON, Monkwearmouth, Grocer Sept 21 Walker, Sunderland
 GOULD, GEORGE, Tottington Sept 20 Matthews, Tottington
 GOWAN, JAMES YOUNG, Wimbledon, Major General Oct 1 Taylor & Co, Furnival's inn
 HORNEY, FREDERICK, Penge, Commission Agent Sept 7 Hogan & Hughes, Cannon &
 HUDSON, FREDERICK BOLTON, Brocklehurst, Esq Sept 20 Bockett & Co, Lincoln's Inn
 fields
 JONES, JOSEPH FROUD, Birmingham, Surgeon Oct 1 Jeffery, Birmingham
 O'REILLY, PETER MYLES, Bolton le Moors Sept 8 Lea, Manchester
 PETERS, MARGARET ELIZABETH, Southsea Oct 8 Cousins & Burbridge, Portsmouth
 FITHER, MARY, New Windsor, Berks Sept 29 Long & Co, Windsor
 ROBINSON, FREDERICK TOSIAS, Farnham, Cooper Sept 30 Potter & Crundwell, Farnham
 SCRIVENER, RICHARD, Coventry, Licensed Victualler Sept 18 Twist & Sons, Coventry
 STARLING, BENJAMIN, Gray's Inn sq Oct 27 Starling & Wright, Gray's Inn sq
 TOMLINSON, JANE, West Witton Oct 1 Maughan, Middleham
 TROWELL, WILLIAM, Tunbridge Wells Aug 31 Balcombe, Teuchurh, Sussex
 WAKEFIELD, JOHN, Fulham, Locksmith Sept 29 Gush, Finsbury cir
 WALLIS, SIR PROVO, Funtington August 30 Raper & Co, Chichester
 WAPSHAW, ANNIE MARIA, Bath Sept 30 Wynne & Son, Lincoln's Inn fields
 WATT, JOHN, Kidbrook pk rd Sept 29 Calhoun & Watt, Chancery lane
 WILLIAMS, DAVID, Pontardulais, Grocer Sept 19 Clason Dahne, Swansea
 WINSOR, JAMES, Liverpool, Cork Dealer Sept 30 Stone & Co, Liverpool
 WOODHOUSE, HARRIET, Bolton Sept 29 Greenhalgh & Cannon, Bolton

London Gazette.—TUESDAY, AUG. 28.

ALLASON, TERESA MATILDA, Connaught sq Oct 13 Cooper & Bate, Portman sq

BATTEY, BETSY, Hanwell Sept 29 Ruston & Co, Brentford
 BLIXARD, SUSAN, Cowling Nov 1 Button & Aymer, Newmarket
 BRACEY, CLEMENTINA SOPHIA, Weybridge Sept 29 Milns & Milne, Clement's inn
 COCKBURN, CHARLES, Walthamstow, Licensed Victualler Oct 24 Wells, Gray's Inn
 DAWSON, LUPTON WRIGHT, Otley, Gent Sept 30 Wade & Co, Bradford
 EMANUEL, SAMUEL MICHAEL, Southampton, Esq Oct 8 Emanuel, Southampton
 FLETCHER, THOMAS, Stratford, Carpenter Sept 1 Johnstone, Nottingham
 FLYNN, JOHN, Clapham Common, Gent Oct 2 Bellord, Cheapside
 GREAVES, JAMES, Ecclesfield, Innkeeper Oct 9 Smith & Co, Sheffield
 HEWITT, JAMES, Attleborough, Norfolk, Gent Oct 1 Hall, Attleborough
 HOLCROFT, JAMES, Stourbridge, Esq Nov 1 Johnson, Birmingham
 JACKSON, JAMES, Earls Court Oct 1 Alderson, King's Bench walk
 LEVY, JONAS, Tavistock sq, Barrister at Law Sept 29 Barnes & Bernard, Finsbury cir
 MAUD, LIEUT COL WILLIAM SHEE, Bath Sept 29 Gill & Bush, Bath
 NETHERSOLE, MARY ANN, Exeter Oct 8 Hermon, Bartholomew close
 RAWLINGS, TIMOTHY, Horser Sept 25 Marston & Sons, Ludlow
 RUST, JOSEPH, Gardner Sept 29 Bus, Tunbridge Wells
 SAUNDERS, LOUISA MARIA, Salisbury Sept 29 Hodding & Jackson, Salisbury
 STOKES, ROBERT, Middlesborough, Printer Oct 15 Miller & Co, Salters' hall court
 THOMPSON, JANE, Wark on Tyne Sept 24 Bay, Hexham
 TREDET, MARIA, Windsor Oct 8 Swepstone, Ratcliff
 UPTON, HARRIET, Gt Yarmouth Oct 4 Lawton & Co, Eye
 WAKEFORD, JOHN, Fulham, Locksmith Sept 29 Gush & Co, Finsbury circus
 WALTON, JOSEPH JAMES, Newcastle upon Tyne, Journalist Sept 29 Keenlyside & Co,
 Newcastle
 WIGGINS, MARTHA, Cuxham Oct 10 Hedges & Marshall, Wallingford
 WILLIAMS, WILLIAM CALNE, Leamington Spa, Dentist Sept 29 Blaker, Leamington Spa

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, AUG. 24.

RECEIVING ORDERS.

BARTLE, GEORGE, Winchester, Tailor Winchester Pet Aug 22 Ord Aug 22
 BARTON, FRANK GEORGE, and WILLIAM ARTHUR BARTON, Bridgwater, Cyclo Agents Bridgwater Pet Aug 11 Ord Aug 22
 BAILEY, JOHN, Leominster, Veterinary Surgeon Leominster Pet Aug 21 Ord Ord 21
 BENNETT, CHARLES WILLIAM, Kew Bridge, Licensed Victualler Brentford Pet Aug 10 Ord Aug 21
 BERNIE, JAMES SCOTT, Cottenham, Licensed Victualler Kingston upon Hull Pet Aug 8 Ord Aug 20
 BISHOP, JOHN, Birmingham, Grindery Dealer Birmingham Pet Aug 22 Ord Aug 22
 BOSTOCK, FRANK, Leeds, Musical Director Leeds Pet Aug 20 Ord Aug 20
 BUCKLEY, JAMES, Warrington, Book Keeper Warrington Pet Aug 22 Ord Aug 22
 CHILVERS, GEORGE, Sawbridgeworth, Travelling Maltster Hertford Pet Aug 21 Ord Aug 21
 CHRISTIE, JAMES CHARLES, Parkhurst rd, Distillery Agent High Court Pet July 27 Ord Aug 20
 CHURCH, FRANK, and WILLIAM WHITE, Keighley, Cabinet Makers Bradford Pet Aug 18 Ord Aug 18
 CLARKE, WALTER, Sheffield, Builder Sheffield Pet Aug 15 Ord Aug 20
 CLOUGH, HENRY, Rhyl, Licensed Victualler Bangor Pet Aug 21 Ord Aug 21
 COOMBE, WILLIAM JOHN, Plymouth, Baker Plymouth Pet Aug 22 Ord Aug 22
 COX, WILLIAM ALBERT, Cheltenham, Market Gardener Cheltenham Pet Aug 20 Ord Aug 20
 DAVIS, PHILIP HOWARD, Waterloo rd, Printer High Court Pet Aug 18 Ord Aug 18
 DEENEY, WALTER EDWARD, Northampton, Leather Merchant Northampton Pet Aug 4 Ord Aug 18
 FERRIS, CHARLES, Bristol, Engine Driver Bristol Pet Aug 20 Ord Aug 20
 FISHER, AND BOLD, Tetbury, Outfitter Swindon Pet Aug 7 Ord Aug 21
 FREEMAN, CHARLES, Kingsland, Tailor and Outfitter High Court Pet Aug 21 Ord Aug 21
 HOAR, FRED, Hastings, Licensed Victualler Hastings Pet Aug 3 Ord Aug 21
 HOLDAWAY, GEORGE RICHARD, Fareham, Plumber Portsmouth Pet Aug 17 Ord Aug 17
 KINGSTONE, JOHN, Bristol, Grocer Bristol Pet Aug 20 Ord Aug 20
 INGLE, DOUGLAS CURRY, Bath Bath Pet July 21 Ord Aug 20
 LOMSDALE, JOHN, Accrington, Mill Proprietor Blackburn Pet Aug 9 Ord Aug 22
 LOUIS, PERCY, Earl's Court rd, High Court Pet Aug 9 Ord Aug 22
 LUND, JOHN, Ingliston, Yorks, Farmer Kendal Pet Aug 21 Ord Aug 21
 MASON, ALFRED, Macclesfield, Coach Builder Macclesfield Pet Aug 21 Ord Aug 21
 MCKENZIE, JOHN, Whitshaven, Provision Merchant Whitehaven Pet Aug 18 Ord Aug 18
 MERRILL, JAMES, Leicestershire, Licensed Victualler Leicester Pet Aug 20 Ord Aug 21
 MILLARD, GEORGE TUCKER, Middlesey, Carpenter Bridgewater Pet Aug 21 Ord Aug 22
 MOSS, JOHN, Colne, Bradford Pet Aug 22 Ord Aug 22
 NIELD, SAMUEL, Bury, Hat Manufacturer Bolton Pet Aug 21 Ord Aug 21
 ODDEY, HOBERT, Hartgate, Cab Driver York Pet Aug 21 Ord Aug 21
 PAPUCCI, VITTORIO, W Kensington, of no occupation High Court Pet Aug 6 Ord Aug 21

POWELL, ROBERT THOMAS, Brecon, China Dealer Merthyr Tydfil Pet Aug 22 Ord Aug 22
 PROCTOR, THOMAS, Appleby, Greengrocer Kendal Pet Aug 20 Ord Aug 20
 ROBERTS, GEORGE, Swansea, Grocer Swansea Pet Aug 20 Ord Aug 20
 RICHARDSON, JOSEPH, Rawdon, Slater Leeds Pet Aug 21 Ord Aug 21
 RICHARDSON, GLANVILLE, & Co, Fenchurch st High Court Pet July 10 Ord Aug 23
 ROBERTS, ROBERT, Dolwyddelan, Butcher Portmadoc Pet Aug 22 Ord Aug 22
 ROBISSET, HERBERT CHARLES, Torquay, Tailor Exeter Pet Aug 21 Ord Aug 21
 SHELDON, WILLIAM, Neyland, Bootmaker Pembroke Dock Pet Aug 21 Ord Aug 21
 SMITH, JAMES, Lowestoft, Plumber Gt Yarmouth Pet Aug 22 Ord Aug 22
 TITTENSOR, JESSE, Macclesfield, Draper Macclesfield Pet Aug 8 Ord Aug 20
 WILDASH, JOHN HENRY, and CHARLES FREDERICK WILDASH, Teynham, Kent, Bricklayers Canterbury Pet Aug 20 Ord Aug 21
 WILSON, JAMES, Pocklington, Yorks, Grocer York Pet Aug 20 Ord Aug 20

FIRST MEETINGS.

ALLOTT, FREDERICK THOMAS, and CHARLES ALLOTT, Saddleworth, Dyrus Sept 5 at 3 Off Rec, Bank chmrs, Queen st, Oldham
 ANDREWS, WILLIAM ARTHUR, Gt Grimsby, Builder Aug 31 at 11 Off Rec, 15, Osborne st, Gt Grimsby
 BAILY, WILLIAM, Liverpool, Horse Dealer Sept 4 at 3 Off Rec, 33, Victoria st, Liverpool
 BAKER, CHARLES, Ripon, Innkeeper Sept 10 at 11.30 Court house, Northallerton
 BLINKO, THOMAS CHARLES WILLIAM, Hatfield, Cattle Dealer Sept 3 at 3 Off Rec, 96, Temple chmrs, Temple avenue
 BONIFACE & CO, Barking, Coal Merchants Aug 31 at 3 Off Rec, 95, Temple chmrs, Temple avenue
 BRENDRETH, HENRY, Liverpool, Ship Store Dealer Sept 5 at 3 Off Rec, 35, Victoria st, Liverpool
 CHELLINGWORTH, THOMAS GEORGE, Birmingham, Tobacconist Sept 3 at 11.30 Colmore row, Birmingham
 CHERRY, CHARLES EDWARD, Eastbourne, Public Accountant Sept 3 at 11.30 Coles & Son, Seaside rd, Eastbourne
 CLENCH, ELIZA, Hove, Widow Aug 31 at 2.30 Off Rec, 24, Railway app, London Bridge
 DAVIES, JOHN, Liverpool, Butcher Sept 3 at 2 Off Rec, 35, Victoria st, Liverpool
 DAVIES, JOHN, Tenby, Builder Aug 31 at 2 Temperance Hall, Pembroke Dock
 DAVIS, WOOLF, Whitechapel, Boot Manufacturers Sept 5 at 11 Bankruptcy bldg, Carey st
 FREEMAN, CHARLES, Kingsland, Tailor Sept 3 at 2.30 Bankruptcy bldg, Carey st
 GOLDBERG, JOSEPH, Leeds, Boot Manufacturers Aug 31 at 11 Off Rec, 22, Park row, Leeds
 GOULD, ANN, Burton on Trent, Grocer Aug 31 at 3 Off Rec, St James's chmrs, Derby
 GREENER, JOSEPH, Leadenhall st, Accountant Sept 3 at 12 Bankruptcy bldg, Carey st
 HINNAGH, JAMES, Leeds, Grocer Aug 31 at 12 Off Rec, 22, Park row, Leeds
 HUDSON, JOHN, Scarborough, Tailor Aug 31 at 4 Off Rec, 74, Newborough st, Scarborough

JONES, JOHN JAMES, Merthyr Tydfil, Licensed Victualler Aug 31 at 12 Off Rec, 65, High st, Merthyr Tydfil
 MCKEEZIE, JOHN, Whitehaven, Provision Merchant Sept 10 at 4.30 Duke st, Whitehaven
 MOTTRAM, THOMAS ROBERT, Hindley, Grocer Aug 31 at 3 18, Wood st, Bolton

NICHOLS, WILLIAM, Shipdham, Innkeeper Aug 31 at 3 Off Rec, 8, King st, Norwich
 NIELD, SAMUEL, Bury, Hat Manufacturer Sept 3 at 3 16, Wood st, Bolton
 ODDEY, HOBERT, Harrogate, Cab Driver Sept 4 at 12.30 Off Rec, 28, Stonegate, York
 PACKER, JOSEPH, New Swindon, Butcher Sept 4 at 12 Henry C. Tombs, Off Rec, 32, High st, Swindon
 PAYNE, ALFRED JOHN, Bristol, Watchmaker Sept 5 at 11 Off Rec, Bank chmrs, Corn st, Bristol
 SAMPLE, JOHN, Old Shildon, Saddler Aug 31 at 3.30 Off Rec, 25, John st, Sunderland
 SOUTHAM, DAVID, Luton, Bleacher Sept 3 at 3.30 Red Lion Hotel, Luton
 SCOTT, THOMAS, COKE, Newcastle on Tyne, Yeast Importer Sept 5 at 11.30 Off Rec, 74, Newborough st, Scarborough
 WECHSLER, BENJAMIN, Brick lane, Woolen Merchant Sept 3 at 12 Bankruptcy bldg, Carey st
 WEST, JAMES, Worthing, Schoolmaster Sept 4 at 12 Off Rec, Pavilion bldg, Brighton
 WHITE, THOMAS, Winchetter Sept 4 at 12 Off Rec, 4, East st, Southampton
 WILDASH, JOHN HENRY, and CHARLES FREDERICK WILDASH, Teynham, Kent, Bricklayers Aug 31 at 11 Off Rec, 73, Castle st, Canterbury
 WILLIAMSON, THOMAS, Wisbech, Farmer Oct 3 at 10.30 Court House, King's Lynn
 WILSON, JAMES, Pocklington, Grocer Sept 3 at 12.30 Off Rec, 28, Stonegate, York

The following amended notice is substituted for that published in the London Gazette of the 21st Aug:—

DANIELS, EMILY MARY, Bath, Bootmaker Sept 5 at 3.30 Off Rec, Bank chmrs, Corn st, Bristol

ADJUDICATIONS.

BARTLE, GEORGE, Winchester, Tailor Winchester Pet Aug 22 Ord Aug 22
 BLINKO, THOMAS CHARLES WILLIAM, Hatfield, Cattle Dealer St Albans Pet Aug 11 Ord Aug 16
 BONIFACE, WILLIAM COURT, and CHARLES LEVER BARCLAY, Barking, Coal Merchants Chelmsford Pet July 21 Ord Aug 20
 BOSTOCK, FRANK, Leeds, Musical Director Leeds Pet Aug 20 Ord Aug 20
 BOYCE, HENRY, JEWELL st, Chemical Merchant High Court Pet July 25 Ord Aug 21
 BROOKS, WILLIAM HALFORD, Camberwell grove, Tea Broker High Court Pet July 13 Ord Aug 17
 BUCHANAN, ROBERT, S Hampton, Author High Court Pet May 25 Ord Aug 21
 CARTER, JOHN ATKINSON, BATWELL in Furness, Plumber Ulverston Pet July 14 Ord Aug 3
 CHERIE, CHARLES EDWARD, Eastbourne, Public Accountant Lawyer Pet Aug 15 Ord Aug 12
 CHURCH, FRANK, and WILLIAM WHITE, Keighley, Cabinet Makers Bradford Pet Aug 18 Ord Aug 18
 CLARKE, WALTER, Sheffield, Builder Sheffield Pet Aug 13 Ord Aug 20
 CLOUGH, HENRY, Rhyl, Licensed Victualler Bangor Pet Aug 21 Ord Aug 21
 COOMBE, WILLIAM JOHN, Plymouth, Baker Plymouth Pet Aug 21 Ord Aug 22
 COX, WILLIAM ALBERT, Cheltenham, Market Gardener Cheltenham Pet Aug 20 Ord Aug 20
 DAVIS, PHILIP HOWARD, Waterloo rd, Printer High Court Pet Aug 18 Ord Aug 21
 DUNN, STEPHEN, Wainfleet Boston Pet July 27 Ord Aug 22

FERRIS, CHARLES, Bristol, Engine Driver Bristol Pet Aug 29 Ord Aug 29
 GALTRETT, ARCHIBALD, Barrow in Furness, Coppersmith Utterer Pet June 22 Ord July 20
 GIGG, WILLIAM, Poplar, Baker High Court Pet Aug 10 Ord Aug 10
 HOLDWATER, GEORGE RICHARD, Fareham, Plumber Farnborough Pet Aug 17 Ord Aug 17
 ITON, JAMES H., Adelphi High Court Pet May 18 Ord Aug 20
 JOSEPH, E. COULTON, Bristol, Auctioneer Bristol Pet July 21 Ord Aug 22
 KINGSTONE, JOHN, Bristol, Grocer Bristol Pet Aug 20 Ord Aug 20
 LUND, JOHN, Ingliston, Yorks, Farmer Kendal Pet Aug 21 Ord Aug 21
 MARSHALL, WILLIAM, Willesden Green, Boot Dealer High Court Pet June 27 Ord Aug 18
 MASON, ALFRED, Macclesfield, Coach Trimmer Macclesfield Pet Aug 21 Ord Aug 21
 MASON, C. T., Gt Grimsby, Schoolmaster High Court Pet July 9 Ord Aug 18
 MERRALL, JAMES, Leicester, Frame Work Knitter Leicester Pet Aug 20 Ord Aug 21
 MCKENZIE, JOHN, Whitehaven, Provision Merchant Whitehaven Pet Aug 18 Ord Aug 20
 MILLARD, GEORGE TUCKER, Middlesey, Carpenter Bridgewater Pet Aug 22 Ord Aug 22
 MORRIS, GRIFFITH, MONTAGUE, Canonbury High Court Pet June 12 Ord Aug 18
 MORSE, FRANK ALEXANDER, Bayswater, Gent High Court Pet June 30 Ord Aug 18
 MOSS, JOHN, Kelbrook, Yorks Bradford Pet Aug 22 Ord Aug 22
 NIELD, SAMUEL, Bury, Hat Manufacturer Bolton Pet Aug 21 Ord Aug 21
 NORTHEY, EMANUEL AUGUSTUS, Plymouth, Auctioneer Plymouth Pet July 24 Ord Aug 21
 NYE, JAMES ANTHONY, Camden Town, Mantle Maker High Court Pet July 25 Ord Aug 20
 ODDY, ROBERT, Hartgate, Cab Driver York Pet Aug 21 Ord Aug 21
 POWELL, ROBERT THOMAS, Brecon, China Dealer Merthyr Tydfil Pet Aug 22 Ord Aug 22
 PROCTOR, THOMAS, Appleby, Greengrocer Kendal Pet Aug 20 Ord Aug 20
 RICHARDSON, JOSEPH, Leeds, Slater Leeds Pet Aug 21 Ord Aug 21
 ROBERTS, ELIZABETH, Paternoster row, Widow High Court Pet June 25 Ord Aug 20
 ROBERTS, GEORGE, Swansea, Grocer Swansea Pet Aug 20 Ord Aug 20
 ROSSETTE, HERBERT CHARLES, Torquay, Tailor Exeter Pet Aug 21 Ord Aug 21
 SAVIGEAR, ALBERT GEORGE, Shepherd's Bush, Riding Master High Court Pet June 29 Ord Aug 17
 SMITH, JAMES, Lowestoft, Plumber Gt Yarmouth Pet Aug 21 Ord Aug 22
 WESTON, STURT, PEARL, Brighton, Boot Dealer Brighton Pet Aug 7 Ord Aug 21
 WHITE, THOMAS, Farrington st., Horse Dealer High Court Pet July 10 Ord Aug 17
 WHITE, THOMAS, Winchester Winchester Pet Aug 17 Ord Aug 21
 WILDAVE, JOHN HENRY, and CHARLES FREDERICK WILDASH, Teynham, Kent, Bricklayers Canterbury Pet Aug 20 Ord Aug 21
 WILSON, JAMES, Pocklington, Grocer York Pet Aug 20 Ord Aug 20

The following amended notice is substituted for that published in the London Gazette of Aug 21:—
 MITCHINSON, WILLIAM, Bolton, Farmer Carlisle Pet Aug 16 Ord Aug 16

London Gazette.—TUESDAY, Aug. 28.

RECEIVING ORDERS.

ARCHER, SAMUEL ROGERS, Ot Wakering, Grocer Chelmsford Pet Aug 22 Ord Aug 22
 BAILEY, HUGH SHELLET, Birmingham, Licensed Victualler Birmingham Pet Aug 24 Ord Aug 24
 BALLANTYNE, ARCHIBALD JOSEPH, Weston super Mare, Draper Bridgewater Pet Aug 24 Ord Aug 24
 BALLS, CHARLES BENJAMIN, Gt Yarmouth, Fishing Boat Owner Gt Yarmouth Pet Aug 24 Ord Aug 24
 BELL & CO., W. F., Hammersmith, Hatters High Court Pet July 16 Ord Aug 25
 CANNING, GEORGE HENRY, Droitwich, Auctioneer Worcester Pet Aug 3 Ord Aug 25
 CHALCRAFT, EMILY JANE, Shanklin, Grocer Ryde Pet Aug 22 Ord Aug 22
 CLARKE, EDWIN JAMES BISHOP, Cardiff, Licensed Victualler Cardiff Pet Aug 24 Ord Aug 25
 COUPE, THOMAS, Stockport, Licensed Victualler Stockport Pet Aug 23 Ord Aug 23
 DICKESON, JOHN, Balham, Builder Wandsworth Pet Aug 24 Ord Aug 24
 EVERITT, GEORGINA, Lincoln, Baker Lincoln Pet Aug 10 Ord Aug 24
 FEENEY, JOHN, Leigh, Painter Bolton Pet Aug 24 Ord Aug 24
 FILEY, PERCY WILFRED, Victoria pk High Court Pet Aug 9 Ord Aug 24
 GODDARD, ALFRED, Shaftesbury avenue, Boot Dealer High Court Pet Aug 9 Ord Aug 24
 HINKS, HARRY, Baywater, Butler High Court Pet Aug 2 Ord Aug 24
 HOLIWELL, WALTER CURRIE, Irby upon Humber, Clerk in Body Orders Gt Grimsby Pet Aug 15 Ord Aug 24
 HOSKING, THOMAS JOSEPH, Farnborough, Coal Merchant Guildford Pet Aug 23 Ord Aug 23
 HUTTON, JOSEPH, East Hartlepool, Innkeeper Sunderland Pet Aug 21 Ord Aug 21
 JACKSON, SAMUEL CHARLES, Coventry, Farmer Coventry Pet Aug 25 Ord Aug 25
 KEEBLE, WILLIAM, Clerkenwell, Licensed Victualler High Court Pet Aug 24 Ord Aug 24
 LEWIS, WILLIAM, Marske Chapel, Farmer Gt Grimsby Pet Aug 22 Ord Aug 22

MONAGHAN, JOHN, Bingley, Labourer Bradford Pet Aug 24 Ord Aug 24
 NELSON, JOHN, Glynneath, Woollen Manufacturer Neath Pet Aug 24 Ord Aug 24
 NEWELL, JAMES, Gt Malvern, Licensed Victualler Worcester Pet Aug 22 Ord Aug 22
 PHILLIPS, FRANK, Thurlerton, Innkeeper Bridgewater Pet Aug 15 Ord Aug 24
 PITMAN, PERCY HECTOR, Cheadle, Hydraulic Engineer Stockport Pet Aug 24 Ord Aug 24
 RETHOLES, CAROLINE ROSE, Cheltenham, Dressmaker Cheltenham Pet Aug 23 Ord Aug 23
 RODD, ISAAC, Portland, Baker Dorchester Pet Aug 25 Ord Aug 25
 SAUNDERS, EDWARD AUGUSTUS, Wandsworth Common, Major General Wandsworth Pet Aug 1 Ord Aug 23
 SCRIFT, ABRAHAM, Bayswater, Tobacconist High Court Pet Aug 22 Ord Aug 22
 STOODLEY, HARRY, Thomas, Thorncombe, Baker Exeter Pet Aug 24 Ord Aug 24
 TATTERSHALL, ARTHUR, GROSES, Honor Oak Park, Stationer High Court Pet Aug 24 Ord Aug 24
 TAYLOR, ROBERT GORDON, Chiswick, Company Promoter High Court Pet May 7 Ord Aug 23
 TEW, GROSE, Rugby, Builder Coventry Pet Aug 24 Ord Aug 24
 TURNER, JANE, Cardiff, Builder Cardiff Pet Aug 8 Ord Aug 21

FIRST MEETING.

BARTEE, GEORGE, Winchester, Tailor Sept 11 at 12 Off Rec. 4, East st, Southampton
 BOYCE, HENRY, Jewry st, Chemical Merchant Sept 6 at 12 Bankruptcy bldg, Carey st
 BUCKLEY, JAMES, Warrington, Book keeper Sept 7 at 11.30 Court House, Upper Bank st, Warrington
 CHURCH, FRANK, and WILLIAM WHITE, Keighley, Cabinet Makers Sept 4 at 11 Off Rec. 31, Manor row, Bradford
 COLLINGE, JOSEPH, Southport, Plumber Sept 5 at 8.30 Off Rec. 35 Victoria st, Liverpool
 COOMBE, WILLIAM JOHN, Plymouth, Baker Sept 5 at 11 10, Atheneum ter, Plymouth
 COX, WILLIAM ALBERT, Cheltenham, Market Gardener Sept 4 at 4 County Court bldg, Cheltenham
 COXON, JOHN HENRY, Eccles, Upholsterer Sept 6 at 3.30 Ogden's chamber, Bridge st, Manchester
 CRONIN, WILLIAM HENRY, Swindon, Clerk Sept 4 at 12 Off Rec. 31, Alexandra Rd, Swindon
 DENNIS, ALBERT EDWARD, West Hampstead Sept 5 at 12 Bankruptcy bldg, Carey st
 DUNN, STEPHEN, Wainfleet Sept 6 at 12 48, High st, Boston
 EDESTON, JAMES, Blackpool, Cotton Merchant Sept 6 at 3 Ogden's chamber, Bridge st, Manchester
 ELLIOTT, ALFRED, Cardiff, Builder Sept 6 at 11.30 Off Rec. 29, Queen st, Cardiff
 GRIFFITHS, JOEL, Porthcawl, Carpenter Sept 6 at 11 Off Rec. 29, Queen st, Cardiff
 HAMMERTON, EMMA MATILDA, Birmingham, Lodging house Keeper Sept 5 at 11 23, Colmors row, Birmingham
 HOWLETT, A. E. N., Norwich, Surveyor Sept 8 at 12 Off Rec. 8, King st, Norwich
 HUGGINS, ERV, Swindon, Licensed Victualler Sept 5 at 12 Off Rec. 31, Alexandra rd, Swindon
 LANE, WILLIAM, Chester le Street, Builder Sept 5 at 3.45 Off Rec. 26, John st, Sunderland
 LEWIS, WILLIAM MARSHAL, Farmer Sept 5 at 10.30 Off Rec. 15, Osborne st, Gt Grimsby
 McKEWINT, WALTER, Barnsley Sept 6 at 11.15 Off Rec. 3, Back Regent st, Barnsley
 MERRALL, JAMES, Leicester, Framework Knitter Sept 4 at 12.30 Off Rec. 1, Berridge st, Leicester
 MILLARD, GEORGE TUCKER, Middlesey, Carpenter Sept 4 at 11 Mr Tamlyn, Auctioneer, High st, Bridgewater
 MOSE, JOHN, Colne, Yorks Sept 6 at 11 Off Rec. 31, Manor row, Bradford
 NICHOLLS, SILAS, St John's, Kent, Wharf Manager Sept 5 at 11.30 24, Railway app, London Bridge
 NYE, JAMES ANTHONY, Camden Town, Mantle Maker Sept 4 at 12 Bankruptcy bldg, Carey st
 PHILLIPS, FRANK, Thurlerton, Innkeeper Sept 4 at 12 Mr Tamlyn, Auctioneer, High st, Bridgewater
 RICHARDSON, JOSEPH, Leeds, Slater Sept 5 at 12 Off Rec. 22, Park row, Leeds
 ROBERTS, GEORGE, Swansea, Grocer Sept 6 at 12 Off Rec. 31, Alexandra rd, Swansea
 SALTER, HERBERT DERBY, Somers Town, Solicitor Sept 5 at 11 Bankruptcy bldg, Carey st
 SELLIKE, HENRY, Brighton, Bootmaker Sept 5 at 12 Bankruptcy bldg, Carey st
 STOODLEY, HARRY, Thomas, Thorncombe, Baker Sept 6 at 11 Off Rec. 13, Bedford circus, Exeter
 STREETER, HENRY JAMES, Brighton, Waiter Sept 4 at 3 Off Rec. 4, Pavilion bldg, Brighton
 SWAN, THOMPSON DANIEL, Gt Yarmouth, Licensed Victualler Sept 18 at 10.30 Lovewell Blake, South Quay, Gt Yarmouth
 TILLOTSON, JOHN GEORGE, Leeds, Cartman Sept 5 at 11 Off Rec. 22, Park row, Leeds
 TOFIELD, KATE M CLIFFORD, Datchet, Widow Sept 4 at 12 Off Rec. 26, Temple chamber, Temple avenue
 WOOD, WILLIAM, Leeds, Painter Sept 6 at 11 Off Rec. 22, Park row, Leeds
 WYKE, JOHN, Cardiff, Commercial Traveller Sept 11 at 11 Off Rec. 29, Queen st, Cardiff

ADJUDICATIONS.

BALLANTYNE, ARCHIBALD JOSEPH, Weston super Mare, Draper Bridgewater Pet Aug 24 Ord Aug 24
 BALLS, CHARLES BENJAMIN, Gt Yarmouth, Fishing Boat Owner Gt Yarmouth Pet Aug 24 Ord Aug 24
 BOND, THOMAS EDWARD, Birmingham, Engineer Birmingham Pet July 25 Ord Aug 25
 BRANDRETH, HENRY, Liverpool, Ship's Store Dealer Liverpool Pet April 6 Ord Aug 22
 BROWN, CLARA, Little Horton, Widow Bradford Pet July 23 Ord Aug 22

BUCKLEY, JAMES, Warrington, Book-keeper Warrington Pet Aug 22 Ord Aug 24

CHALCRAFT, EMILY JANE, Shanklin, Grocer Ryde Pet Aug 22 Ord Aug 22

CHELLINGWORTH, THOMAS GEORGE, Birmingham, Tobacconist Birmingham Pet Aug 13 Ord Aug 25

CHILVERS, GEORGE, Sawbridgeworth, Travelling Maltster Hertford Pet Aug 21 Ord Aug 21

CHOLMONDELEY, H. R., Aldershot, Captain Guilford Pet April 13 Ord Aug 24

COUPE, THOMAS, Stockport, Licensed Victualler Stockport Pet Aug 23 Ord Aug 23

COXON, JOHN HENRY, Eccles, Upholsterer Manchester Pet Aug 17 Ord Aug 23

ELLERY, ALBERT EDWARD, Cardiff, Builder Cardiff Pet Aug 11 Ord Aug 22

FERBER, JOHN, Leigh, Painter Bolton Pet Aug 24 Ord Aug 24

HALTON, JOHN, Leeds, Grocer Leeds Pet May 31 Ord July 3

HAMMERTON, EMMA MATILDA, Birmingham, Lodging house Keeper Birmingham Pet Aug 16 Ord Aug 25

HILL, LORD VISCOUNT, Hawkstone, Peer of the Realm Shrewsbury Pet July 19 Ord Aug 25

HUTTON, JOSEPH, East Hartlepool, Cartman Sunderland Pet Aug 21 Ord Aug 21

JACKSON, SAMUEL CHARLES, Corley, near Coventry, Farmer Coventry Pet Aug 25 Ord Aug 25

LEWIS, WILLIAM, Marske Chapel, Farmer Great Grimsby Pet Aug 22 Ord Aug 22

MONAGHAN, JOHN, Bingley, Labourer Bradford Pet Aug 22 Ord Aug 24

NELSON, JOHN, Glynneath, Woollen Manufacturer Neath Pet Aug 24 Ord Aug 24

NEWELL, JAMES, Great Malvern, Licensed Victualler Worcester Pet Aug 22 Ord Aug 22

PARRY, ROBERT IVOR, Pwllheli, Solicitor Portmadoc Pet July 14 Ord Aug 24

PAYNE, CHARLES, GEORGE PAYNE, and ARTHUR PAYNE, Crouch end, Builders High Court Pet Aug 4 Ord Aug 22

PITMAN, PERCY HECTOR, Cheadle, Hydraulic Engineer Stockport Pet Aug 24 Ord Aug 24

QUINE, THOMAS, Leicester, Greengrocer Leicester Pet Aug 14 Ord Aug 25

REYNOLDS, CAROLINE ROSE, Cheltenham, Dressmaker Cheltenham Pet Aug 23 Ord Aug 23

RODD, ISAAC, Portland, Baker Dorchester Pet Aug 26 Ord Aug 25

STOODLEY, HARRY, Thomas, Thorncombe, Baker Exeter Pet Aug 24 Ord Aug 24

TATTERSHALL, ARTHUR GEORGE, Honor Oak Park, Stationer High Court Pet Aug 24 Ord Aug 24

TEW, GEORGE, Rugby, Builder Coventry Pet Aug 24 Ord Aug 24

WILLIAMS, JOHN GALERT, and THOMAS REED, Caerphilly, Builders Cardiff Pet July 11 Ord Aug 24

SALE OF ENSUING WEEK.

Sept. 6.—Messrs. H. E. FOSTER & CHAMFIELD, at the Mart, E.C., at 2 o'clock, Policies of Assurance and a Vested Interest (see advertisement, this week, p. 4).

Subscription, PAYABLE IN ADVANCE, which includes Indexes, Digests, Statutes, and Postage, 52s. WEEKLY REPORTER, in wrapper, 6s.; by Post, 28s. SOLICITORS' JOURNAL, 26s. 0d.; by Post, 28s. 0d. Volumes bound at the office—cloth, 2s. 9d., half law calf, 5s. 6d.

Where difficulty is experienced in procuring the Journal with regularity, it is requested that application be made direct to the Publisher.

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

EDE AND SON,

ROBE MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

ESTABLISHED 1809.

94, CHANCERY LANE, LONDON.

tion

Aug

pac-

ster

Pet

port

Pet

Pet

Ord

Ord

house

balm

land

farmer

asby

Aug

earth

aller

Pet

yne,

Ord

innee

Aug

Chel-

g 25

soter

ioner

Ord

Pet

Pet

hilly,

Mart.

ested

in-

Post-

pupper,

NAL,

ound

calf,

g the

that

her.

is the

icated

ERS.

of the

ANS.

TOWN

towns-

ON.